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**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ISAAC GORDON, an individual,
and all those similarly situated,

Plaintiff,

vs.

ROBINHOOD FINANCIAL, LLC, a
Delaware limited liability company
and subsidiary of ROBINHOOD
MARKETS, INC., a Delaware
corporation,

Defendants.

Case No. 2:19-cv-00390-TOR

**FIRST AMENDED COMPLAINT
– CLASS ACTION**

(JURY DEMANDED)

COMES NOW the Plaintiff, ISAAC GORDON, by and through his attorneys of record, Kirk Miller of Kirk D. Miller, PS, and Brian G. Cameron and Shayne J. Sutherland of Cameron Sutherland, PLLC, and for causes of action against the above-named Defendants, complains and alleges as follows:

I. INTRODUCTION

1.1 This case involves the Defendants' initiation or assistance in the transmission of commercial electronic text messages to Washington state recipients without first obtaining those recipients' clear and affirmative consent to receive such messages in violation of Washington's Consumer Protection Act (CPA), RCW 19.86, *et seq.*, vis à vis the Defendants' violations of Washington's Commercial Electronic Mail Act (CEMA), RCW 19.190, *et seq.* See *Wright v. Lyft*, 189 Wn.2d 718, 726, 406 P.3d 1149, 1152 (2017) (Washington's Legislature intended that that CEMA claims be brought under the CPA).

1.2 The Plaintiff brings this Complaint, on behalf of himself and a class of all others similarly situated, against Defendants ROBINHOOD FINANCIAL, LLC, and ROBINHOOD MARKETS, INC., (hereinafter collectively "Defendants") pursuant to CR 23.

1.3 The Plaintiff seeks statutory damages, exemplary damages, declaratory and injunctive relief, costs and attorneys' fees, and other relief against

1 the Defendants for its illegal “text spamming” to Washington consumers,
2 businesses, and other cellular telephone users.

3 **II. IDENTITY OF THE PARTIES**

4 2.1 Plaintiff Isaac Gordon is a natural person residing in Spokane County,
5 Washington, who received one or more unsolicited commercial electronic text
6 messages that were formulated, composed, sent, originated, initiated, and/or
7 transmitted by the Defendants.
8

9 2.2 The Plaintiff and putative class members are consumers, business
10 entities, and cellular telephone users residing in the state of Washington, each of
11 whom is a “person” as that term is defined in RCW 19.190.010(11) and RCW
12 19.86.010(1).
13

14 2.3 Defendant Robinhood Financial, LLC, is a Delaware limited liability
15 company that provides online investment brokerage services and conducts related
16 business activities throughout Washington state. Defendant Robinhood Financial,
17 LLC is a subsidiary of Defendant Robinhood Markets, Inc.
18

19 2.4 Defendant Robinhood Markets, Inc., is a Delaware corporation that
20 provides online investment brokerage services and conducts related business
21 activities throughout Washington state.
22

23 2.5 Defendants’ company headquarters are located at 85 Willow Road in
24 Menlo Park, California.
25

1 2.6 With respect to the allegations herein, each of the Defendants was the
2 agent, servant, representative, partner, and/or joint venturer, of the other and was
3 acting within the course and scope of said agency, service, representation, and/or
4 venture, and materially assisted the other Defendant. Each of the Defendants
5 ratified the acts and omissions of the other Defendant and/or at all times material
6 hereto doing the things alleged in this Complaint within the course and scope of
7 such agency and is subject to vicarious liability for the acts of the other Defendant.
8

9 2.7 Each of the Defendants is a “person” as that term is defined in RCW
10 19.190.010(11) and RCW 19.86.010(1).
11

12 **III. STATEMENT OF JURISDICTION AND VENUE**

13 3.1 Plaintiff is a resident of a different state than the Defendants.
14 This Court has jurisdiction over the parties to this action pursuant to 28 USC §
15 1332, *et seq.*, and 28 USC § 1453, *et seq.*
16

17 3.2 The matter in controversy exceeds the sum or value of \$75,000,
18 exclusive of interest and costs.
19

20 3.3 Venue is proper in this District under 28 USC § 1391(b) because the
21 Defendants conduct affairs and transact business in this District, some or all of the
22 unlawful acts giving rise to this Complaint occurred in this District, and the
23 Plaintiff resides within the territorial jurisdiction of the court.
24

25 ///

IV. CLASS ACTION ALLEGATIONS

4.1 The Plaintiff brings this claim on behalf of the following class,
pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

4.2 The class consists of:

- (a) All persons, as that term is defined in RCW 19.190.010(11) and RCW 19.86.010(1);
- (b) Who are Washington residents;
- (c) To whom the Defendants initiated or assisted in the transmission of one or more commercial electronic text messages;
- (d) To a cellular telephone or pager service that is equipped with short message capability or any similar capability allowing the transmission of text messages;
- (e) Without obtaining the recipients' clear and affirmative consent to receive such messages in advance;
- (f) Within the previous four (4) years;
- (g) Through the date that the class is certified.

4.3 The identities of all class members are readily ascertainable from the contact records of the Defendants and those telephone users who have been targeted by the Defendants' unsolicited commercial electronic text messages.

1 4.4 Excluded from the Class are the Defendants and all officers,
2 members, partners, managers, directors, and employees of the Defendants and their
3 respective immediate families, and legal counsel for all parties to this action and all
4 members of their immediate families.

5 4.5 This action has been brought, and may properly be maintained, as a
6 class action pursuant to the provisions of Fed. R. Civ. P. 23, because there is a
7 well-defined community interest in the litigation:
8

9 (a) **Numerosity:** The Class defined above is so numerous that joinder of
10 all members would be impractical. The Defendants serve an actual and
11 potential customer base of millions of individuals in Washington to whom
12 the Defendants regularly transmit or assist in the transmission of unsolicited
13 commercial electronic text messages.
14

15 (b) **Common Questions Predominate:** Common questions of law and
16 fact exist as to all members of the Class and those questions predominate
17 over any questions or issues involving only individual class members. The
18 principal issue is whether the Defendants' initiation or assistance in the
19 transmission of unsolicited commercial electronic text messages to
20 Washington recipients violates Washington's CPA, RCW 19.86, *et seq.*, vis
21 à vis the Defendants' violations of Washington's CEMA, RCW 19.190, *et*
22 *seq.*, per *Wright*, 189 Wn.2d at 726, 406 P.3d at 1152.
23
24
25

1 (c) **Typicality**: Plaintiff's claims are typical of the claims of the class
2 members. Plaintiff and all members of the Plaintiff Class have claims
3 arising out of the Defendants' common, uniform course of conduct
4 complained of herein.

5
6 (d) **Adequacy**: Plaintiff will fairly and adequately protect the interests of
7 the class members insofar as Plaintiff has no interests that are averse to the
8 absent class members. The Plaintiff is committed to vigorously litigating this
9 matter. The Plaintiff has also retained counsel experienced in handling
10 consumer lawsuits, complex legal issues, and class actions. Neither the
11 Plaintiff nor his counsel have any interests which might cause them not to
12 vigorously pursue the instant class action lawsuit.
13

14 (e) **Superiority**: A class action is superior to the other available means
15 for the fair and efficient adjudication of this controversy, because individual
16 joinder of all members would be impracticable. Class action treatment will
17 permit a large number of similarly situated persons to prosecute their
18 common claims in a single forum efficiently and without unnecessary
19 duplication of effort and expense that individuals' actions would engender.
20

21
22 4.6 Certification of a class under Fed. R. Civ. P. 23(b)(3) is also
23 appropriate in that the questions of law and fact common to members of the Class
24 predominate over any questions affecting an individual member, and a class action
25

1 is superior to other available methods for the fair and efficient adjudication of the
2 controversy.

3 4.7 The Plaintiff's claims apply to the Defendants' illegal acts and
4 omissions occurring in the four years preceding the filing of this case, through the
5 date that the class is certified.
6

7 **V. PLAINTIFF'S ALLEGATIONS OF FACT**

8 5.1 The Plaintiff repeats, reiterates, and incorporates the allegations
9 contained in the paragraphs above with the same force and effect as if the same
10 were set forth at length herein.
11

12 5.2 The Plaintiff is a Washington individual who regularly uses a cellular
13 telephone or similar device with the capacity to send and receive transmissions of
14 electronic text messages.
15

16 5.3 The Defendants operate an online investment brokerage service and
17 conduct related business activities serving consumers, businesses, and other
18 organizations throughout Washington and the United States.
19

20 5.4 The Defendants regularly initiate or assist in the transmission of
21 electronic text messages promoting their commercial brand and services through
22 their "refer-a-friend" (RAF) program, for which they formulate, compose, send,
23 originate, initiate, and/or transmit commercial electronic text messages to third-
24
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1 party intermediaries, who then re-transmit the same messages to ultimate, third-
2 party recipients.

3 5.5 The Defendants do not obtain the ultimate recipients' clear and
4 affirmative consent to receive the Defendants' commercial electronic text
5 messages prior to initiating or assisting in the transmission of such messages to
6 those recipients.
7

8 5.6 The Defendants do not require their intermediaries to obtain the
9 ultimate recipients' clear and affirmative consent to receive the Defendants'
10 commercial electronic text messages prior to initiating or assisting in the
11 transmission of such messages to those recipients.
12

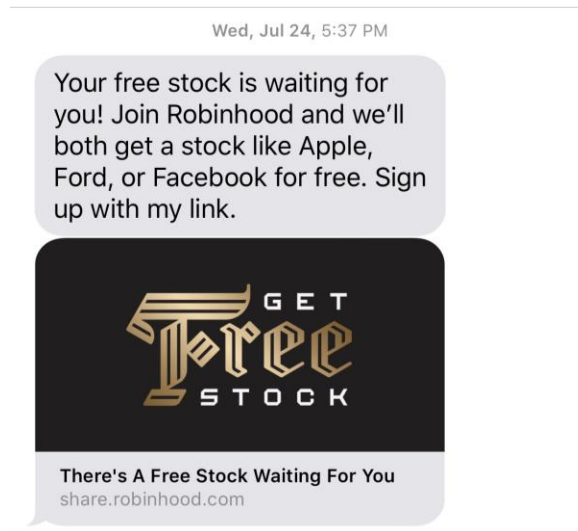
13 5.7 The Defendants do not verify whether or not their intermediaries
14 obtain the ultimate recipients' clear and affirmative consent to receive the
15 Defendants' commercial electronic text messages prior to initiating or assisting in
16 the transmission of such messages to those recipients.
17

18 5.8 In July 2019, the Plaintiff received an unsolicited commercial
19 electronic text message promoting the Defendants' brand and services.
20

21 5.9 In July 2019, the Defendants initiated or assisted in the transmission
22 of an unsolicited commercial electronic text message to the Plaintiff.
23

24 5.10 The unsolicited commercial electronic text message transmitted to the
25 Plaintiff invited him to sign up for the Defendants' online brokerage services,

1 promising special incentives for doing so, and stating: “Your free stock is waiting
2 for you! Join Robinhood and we’ll both get a stock like Apple, Ford, or Facebook
3 for free. Sign up with my link,” as follows:



13 5.11 This unsolicited commercial electronic text message transmitted to the
14 Plaintiff included a hyperlink to connect to the Defendants’ website or mobile
15 application and register for the Defendants’ brokerage services.

17 5.12 The message did not include an “opt-out” or “stop” option enabling
18 the recipient to preclude further unsolicited commercial electronic text messages.

20 5.13 The Defendants formulated the processes and procedures of their RAF
21 program, through which they transmitted their commercial electronic text
22 messages, including but not limited to the message transmitted to the Plaintiff, to
23 ultimate recipients by first transmitting those messages to intermediaries, who then
24

1 re-transmitted the same messages to ultimate recipients, including but not limited
2 to the Plaintiff.

3 5.14 In the alternative to the preceding allegation, the Defendants enabled
4 and encouraged their intermediaries to formulate individualized RAF processes
5 and procedures within a centralized system that was formulated by the Defendants
6 used to transmit or re-transmit commercial electronic text messages to ultimate
7 recipients, including but not limited to the Plaintiff.
8

9 5.15 The Defendants composed the narrative content and images presented
10 in their commercial electronic text messages, which the Defendants transmitted to
11 intermediaries, who then retransmitted the same messages to ultimate recipients,
12 including but not limited to the Plaintiff.
13

14 5.16 In the alternative to the preceding allegation, the Defendants enabled
15 and encouraged their intermediaries to compose or modify some of the narrative
16 content and images the Defendants originally produced by providing those
17 intermediaries with form messages, stock images, hyperlinks, and other messaging
18 elements that conformed with the Defendants' RAF program specifications, which
19 were utilized to transmit or re-transmit commercial electronic text messages to
20 ultimate recipients, including but not limited to the Plaintiff.
21
22

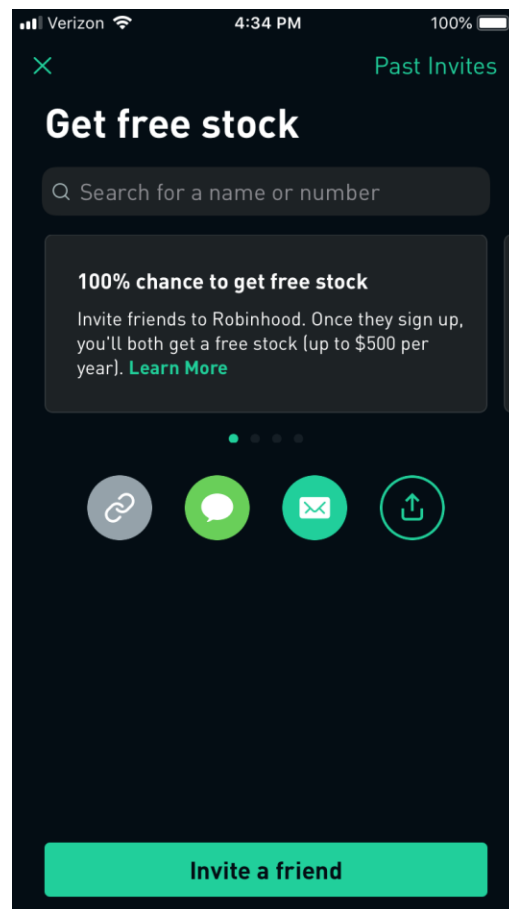
23 5.17 The Defendants sent commercial electronic text messages promoting
24 their RAF program to ultimate recipients, including but not limited to the Plaintiff,
25

1 by sending such messages to intermediaries and encouraging those intermediaries
2 to re-transmit such messages to ultimate recipients, including but not limited to the
3 Plaintiff.

4 5.17.1 The Defendants intended and expected their intermediaries to
5 re-transmit the commercial electronic text messages the Defendants
6 sent to them, including but not limited to the message sent to the
7 Plaintiff.
8

9 5.17.2 The Defendants actively encouraged and rewarded their
10 intermediaries for re-transmitting the commercial electronic text
11 messages the Defendants sent to them, including but not limited to the
12 message sent to the Plaintiff.
13

14 5.17.3 The Defendants promoted, encouraged, and rewarded the re-
15 transmission of their commercial electronic text messages by offering
16 special incentives for their intermediaries who re-transmit their
17 commercial electronic text messages to ultimate recipients, including
18 but not limited to the Plaintiff, as illustrated in the following example,
19 which states, “100% chance to get free stock. Invite friends to
20 Robinhood. Once they sign up, you’ll both get a free stock (up to
21 \$500 per year)”:
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5.18 In the alternative to the preceding allegation, the Defendants sent commercial electronic text messages by accessing stored contact information shared by their intermediaries and automatically transmitting such messages to ultimate recipients, including but not limited to the Plaintiff.

5.19 In the alternative to the preceding allegation, the Defendants enabled and encouraged their intermediaries to send commercial electronic text messages by providing those intermediaries with the technology, content, and incentives to

1 transmit or retransmit such messages to ultimate recipients, including but not
2 limited to the Plaintiff.

3 5.20 The Defendants originated commercial electronic text messages
4 regarding their RAF program which were first sent to intermediaries, who then re-
5 transmitted the same messages to ultimate recipients, including but not limited to
6 the Plaintiff.
7

8 5.20.1 The Defendants developed, advertised, and promoted the re-
9 transmission of commercial electronic text messages to intermediaries
10 through their website and mobile applications.
11

12 5.20.2 The Defendants composed the narrative content, designed and
13 compiled the images, and established the hyperlinks that comprised
14 the commercial electronic text messages that were transmitted first to
15 intermediaries, who re-transmitted those messages to ultimate
16 recipients.
17

18 5.21 In the alternative to the preceding allegation, the Defendants enabled
19 and encouraged their intermediaries to originate commercial electronic text
20 messages by developing and supplying those intermediaries with the technology,
21 message content, and incentives to transmit or retransmit such messages to
22 ultimate recipients, including but not limited to the Plaintiff.
23
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25

1 5.21.1 The Defendants established, maintained, and promoted the
2 website, mobile application, referral program, reward system, and
3 other elements of their RAF program that enabled and encouraged
4 intermediary individuals to transmit commercial electronic text
5 messages to ultimate recipients, including but not limited to the
6 Plaintiff.
7

8 5.21.2 The Defendants composed and supplied the narrative content
9 of the commercial electronic text messages, which enabled and
10 encouraged intermediary individuals to transmit virtually identical
11 commercial electronic text messages to ultimate recipients, including
12 but not limited to the Plaintiff.
13

14 5.21.3 The Defendants designed and supplied the images presented
15 in the commercial electronic text messages, which enabled and
16 encouraged intermediary individuals to transmit virtually identical
17 commercial electronic text messages to ultimate recipients, including
18 but not limited to the Plaintiff.
19

20 5.21.4 The Defendants established and supplied the hyperlinks
21 between the commercial electronic text messages and the Defendants'
22 website and mobile application, which enabled and encouraged
23 intermediary individuals to transmit virtually identical commercial
24 intermediary individuals to transmit virtually identical commercial
25

1 electronic text messages to ultimate recipients, including but not
2 limited to the Plaintiff.

3 5.21.5 The Defendants developed and promoted special incentives
4 and rewards for the dissemination of their commercial electronic text
5 messages, which enabled and encouraged intermediary individuals to
6 transmit virtually identical messages to ultimate recipients, including
7 but not limited to the Plaintiff.
8

9 5.22 The Defendants initiated the transmission of commercial electronic
10 text messages by acting as the original sender of those messages to intermediaries,
11 who then re-transmitted the same messages to ultimate recipients, including but not
12 limited to the Plaintiff.
13

14 5.22.1 In addition to transmitting commercial electronic text
15 messages for re-transmission by their intermediaries, the Defendants
16 also urge those intermediaries to share their personal contact lists,
17 which are stored by the Defendants.
18

19 5.22.2 The Defendants utilize their intermediaries' personal contact
20 lists to automatically send commercial electronic text messages,
21 including but not limited to the message transmitted to the Plaintiff, to
22 ultimate recipients.
23
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1 5.23 In the alternative to the preceding allegation, the Defendants enabled
2 and encouraged their intermediaries to initiate the transmission of commercial
3 electronic text messages by developing and supplying those intermediaries with the
4 technology, message content, and incentives to transmit or retransmit such
5 messages to ultimate recipients, including but not limited to the Plaintiff, in the
6 same or substantially similar manner as alleged in ¶ 5.21 and its subparagraphs.
7

8 5.24 The Defendants transmitted commercial electronic text messages
9 through short-code or long-code numbers and transmission services, which were
10 assigned to the Defendants, to their intermediaries, who then re-transmitted the
11 same messages to ultimate recipients, including but not limited to the Plaintiff.
12

13 5.25 In the alternative to the preceding allegation, the Defendants enabled
14 and encouraged their intermediaries to transmit commercial electronic text
15 messages, utilizing their own long-code numbers and assigned transmission
16 services, by developing and supplying those intermediaries with the technology,
17 message content, and incentives to transmit or retransmit such messages to
18 ultimate recipients, including but not limited to the Plaintiff, in the same or
19 substantially similar manner as alleged in ¶ 5.21 and its subparagraphs.
20

21 5.26 The Defendants knew or consciously avoided knowing that their
22 intermediaries were engaged in transmitting or re-transmitting commercial
23
24
25

1 electronic text messages to ultimate recipients, including but not limited to the
2 Plaintiff.

3 5.27 In the alternative to the preceding allegation, the Defendants knew or
4 consciously avoided knowing that their intermediaries intended to transmit or re-
5 transmit commercial electronic text messages to ultimate recipients, including but
6 not limited to the Plaintiff.

7
8 5.28 The Defendants actively promoted, encouraged and rewarded their
9 intermediaries for transmitting or re-transmitting commercial electronic text
10 messages to ultimate recipients, including but not limited to the Plaintiff, in the
11 same or substantially similar manner as alleged in ¶ 5.21 and its subparagraphs.
12

13 5.29 The Defendants urged their intermediaries to “Invite friends to
14 Robinhood” by clicking on a virtual “button” that launched an electronic text
15 messaging feature, with a fully composed message to be transmitted to ultimate
16 users, including but not limited to the Plaintiff.
17

18 5.30 RCW 19.190.060 states, in its entirety:

19
20 (1) No person conducting business in the state may initiate or assist
21 in the transmission of an electronic commercial text message to a
22 telephone number assigned to a Washington resident for cellular
23 telephone or pager service that is equipped with short message
24
25

1 capability or any similar capability allowing the transmission of text
2 messages.

3 (2) The legislature finds that the practices covered by this section
4 are matters vitally affecting the public interest for the purpose of
5 applying the consumer protection act, chapter 19.86 RCW
6 [Washington Consumer Protection Act]. A violation of this section is
7 not reasonable in relation to the development and preservation of
8 business and is an unfair or deceptive act in trade or commerce and an
9 unfair method of competition for the purpose of applying the
10 consumer protection act, chapter 19.86 RCW.
11

12
13 5.31 Transmitting or assisting in the transmission of an electronic
14 commercial text message to a telephone number assigned to a Washington resident
15 for cellular telephone or pager service that is equipped with short message
16 capability or any similar capability allowing the transmission of text messages is a
17 violation of CEMA, RCW 19.190, *et seq.*
18

19
20 5.32 RCW 19.190.100 states, in its entirety:

21 The legislature finds that the practices covered by this chapter are
22 matters vitally affecting the public interest for the purpose of applying
23 the consumer protection act, chapter 19.86 RCW [Washington
24 Consumer Protection Act]. A violation of this chapter is not
25

1 reasonable in relation to the development and preservation of
2 business, and is an unfair or deceptive act in trade or commerce and
3 an unfair method of competition for the purpose of applying the
4 consumer protection act, chapter 19.86 RCW.
5

6 5.33 In the case of *Wright v. Lyft, Inc.*, 189 Wn.2d at 731, 406 P.3d at
7 1155, Washington’s Supreme Court stated: “We conclude that RCW 19.190.040
8 [CEMA’s statutory damages provision] establishes the injury and causation
9 elements of a CPA claim as a matter of law.”
10

11 5.34 Transmitting or assisting in the transmission of electronic commercial
12 test messages in violation of CEMA, RCW 19.190, *et seq.*, is an unfair or
13 deceptive act or practice, occurring in trade or commerce, that vitally affects the
14 public interest and causes injury as a matter of law.
15

16 5.35 Acts or practices that violate CEMA, RCW 19.190, *et seq.*, also
17 violate Washington’s CPA, 19.86, *et seq.*
18

19 5.36 The Defendants provided substantial assistance or support that
20 enabled its existing users (a.k.a. “subscribers”), as its intermediaries, agents,
21 assistants, or proxies, to formulate, compose, send, originate, initiate, or transmit
22 unsolicited commercial electronic text messages to ultimate recipients, including
23 the Plaintiff, knowing or consciously avoiding knowing that those persons intended
24
25

1 to transmit or retransmit commercial electronic text messages to telephone
2 numbers assigned to Washington residents.

3 5.37 Transmitting or assisting the transmission of a commercial electronic
4 text message is a black-letter violation of CEMA at RCW 19.190.060(1).
5

6 5.38 A violation of CEMA is a *per se* violation of Washington's CPA,
7 RCW 19.86, *et seq.*, vis à vis RCW 19.190.100 and per *Wright*, 189 Wn.2d at 726,
8 406 P.3d at 1152.

9 5.39 CEMA provides a "safe harbor" for persons who can show that that
10 the recipient of a commercial electronic text message clearly and affirmatively
11 consented in advance to receive such text messages under RCW 19.190.070.
12

13 5.40 The Plaintiff did not consent, affirmatively or otherwise, to receive
14 commercial electronic text messages from the Defendants or its intermediaries,
15 agents, assistants, or proxies.
16

17 5.41 The Defendants cannot show that the ultimate recipients of their
18 commercial electronic text messages, including but not limited to the Plaintiff,
19 clearly and affirmatively consented in advance to receive such text messages.
20

21 5.42 In the four years prior to the transmission of the first unsolicited
22 commercial electronic text message promoting the Defendants' brand and services
23 to the Plaintiff, through the date of the filing of this action, the Defendants, directly
24 or through their intermediaries, agents, assistants, and proxies, have initiated or
25

1 assisted in the transmission of unsolicited commercial electronic text messages to
2 hundreds of Washington recipients without first obtaining those recipients' clear
3 and affirmative consent to receive such messages.

4 5.43 As a result of the Defendants' acts and omissions, the Plaintiff and
5 members of the putative class have suffered injuries-in-fact, including invasions of
6 privacy, intrusion upon and occupation of the capacity of recipients' telephones or
7 other devices and chattels, and wasted time and attention in tending to unsolicited
8 and unwanted junk text messages.

9 5.44 As a result of the Defendants' actions and omissions, the Plaintiff and
10 members of the putative class are entitled to recover statutory damages of at least
11 \$500 for each of the Defendants' violations, plus actual damages, costs, and fees as
12 provided by applicable statutes.

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15
16 **VI. CAUSE OF ACTION**
17 **Violation of Washington's Consumer Protection Act**
18 **RCW 19.86, *et seq.***

19 6.1 The Plaintiff repeats, reiterates, and incorporates the allegations
20 contained in the paragraphs above with the same force and effect as if the same
21 were set forth at length herein.

22 6.2 Washington's CPA states in part that: "Unfair methods of competition
23 and unfair or deceptive acts or practices in the conduct of any trade or commerce
24 are hereby declared unlawful." RCW 19.86.020.

1 6.3 The Defendants engaged in unfair acts and practices in the conduct of
2 trade or commerce in a manner that offended the public interest and caused injury
3 to the Plaintiff and actually injured, has the capacity to injure, or had the capacity
4 to injure other persons.

5
6 6.4 The actions and omissions of the Defendants violated RCW 19.86, *et*
7 *seq.*

8 6.5 Washington’s CEMA prohibits any “person,” as that term is defined
9 in RCW 19.190.010(11), from initiating or assisting in the transmission of an
10 unsolicited commercial electronic text message to a Washington resident’s cellular
11 phone or similar device

12
13 6.6 Washington’s CEMA provides a “safe harbor” for persons who can
14 show that a recipient of their commercial electronic text message has clearly and
15 affirmatively consented in advance to receive such text a message. RCW
16 19.190.070(1)(b).

17
18 6.7 The Defendants initiated or assisted in the transmission of one or
19 more commercial electronic text messages to the Plaintiff and putative class
20 members without first obtaining those recipients’ clear and affirmative consent to
21 receive such messages.

22
23 6.8 The actions and omissions of the Defendants violated RCW
24 19.190.060(1).

1 6.9 Pursuant to RCW 19.190.100, initiating or assisting in the
2 transmission of unsolicited commercial electronic text messages is an unfair or
3 deceptive act in trade or commerce and an unfair method of competition for
4 purposes of applying the CPA.

5
6 6.10 Pursuant to RCW 19.190.100, initiating or assisting in the
7 transmission of unsolicited commercial electronic text messages is a matter vitally
8 affecting the public interest for purposes of applying the CPA.

9
10 6.11 Pursuant to RCW 19.190.100, initiating or assisting in the
11 transmission of unsolicited commercial electronic text messages is not reasonable
12 in relation to the development and preservation of business.

13 6.12 Pursuant to RCW 19.19.040(1), damages to each recipient of a
14 commercial electronic text message sent in violation of the CEMA are the greater
15 of \$500 for each such message or actual damages, which establishes the injury and
16 causation elements of a CPA claim as a matter of law. *Wright*, 189 Wn.2d at 732,
17 406 P.3d at 1155 (2017).
18

19
20 6.13 As a result of the Defendants' actions and omissions, the Plaintiff and
21 members of the putative class are each entitled to recover \$500, plus exemplary
22 damages of \$1,000, plus costs and reasonable attorneys' fees for each CEMA
23 violation committed by the Defendants.
24

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

7.1 Declaring that this action is properly maintainable as a Class action and certifying the Plaintiff as Class representative and Kirk D. Miller of Kirk D. Miller, PS, and Brian G. Cameron and Shayne J. Sutherland of Cameron Sutherland, PLLC, as Class Counsel;

7.2 Awarding Plaintiff and the Class actual and statutory damages, costs, and fees pursuant to RCW 19.190.040(1) and RCW 19.86.090;

7.3 Awarding treble damages pursuant to RCW 19.86.090;

7.4 Granting injunctive relief prohibiting the Defendants from initiating or assisting in the transmission of unsolicited commercial electronic text messages without first obtaining targeted recipients' clear, affirmative, and express written consent to receive such messages;

7.5 Granting declaratory relief finding that the Defendants' conduct violated Washington's CEMA and CPA;

7.6 Awarding the Plaintiff his costs in this action, including reasonable attorneys' fees and expenses; and

7.7 Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

1 DATED this 10th day of December, 2019.

2
3 KIRK D. MILLER, PS

4 s/Kirk D. Miller

5 Kirk D. Miller, WSBA #40025

6 *Attorney for Plaintiff*

7 CAMERON SUTHERLAND, PLLC

8 s/Brian G. Cameron

9 Brian G. Cameron, WSBA #44905

10 Shayne J. Sutherland, WSBA #44593

11 *Attorneys for Plaintiff*